



UNITED STATES MARINE CORPS

MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO VIRGINIA 22134-5010

IN REPLY REFER TO:

5720

DON-USMC-2023-009548

8 May 23

Sent via email to: foia@foia.com

FOIA GROUP
Ms. Rose Santos
PO BOX 463
DEPEW, NY 14043

SUBJECT: FOIA DON-USMC-2023-009548

Dear Ms. Santos:

This responds to your FOIA request dated April 26, 2023, which requests a copy of "Relevant to GS00Q09BGD0015 Order M6785412F4914, we seek CLEARLY RELEASABLE copies of the following: (1) Task order title page (1st page only) and (2) the Task Order's CURRENT Statement of Work/Performance Work Statement (SOW /PWS)."

The requested document is enclosed.

Fees associated with processing your request are minimal and waived.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

Bobbie Cave
for Lisa L. Baker
Counsel

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 31	
2. CONTRACT NO. GS00Q09BGD0015		3. AWARD/EFFECTIVE DATE 27-Sep-2012		4. ORDER NUMBER M67854-12-F-4914		5. SOLICITATION NUMBER M67854-12-Q-4914	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DEBORAH O PICKERAL				b. TELEPHONE NUMBER (No Collect Calls) 540-657-1190	
9. ISSUED BY MARINE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-784-6583 FAX:		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A7 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MARCORSYSCOM - M67854 SCOTT KELLEN 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR AT&T GOVERNMENT SOLUTIONS, INC. JOHN WENGER 1900 GALLOWS RD STE 105 VIENNA VA 22182-3865 TEL.		CODE 7N699 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS PO BOX 369022 ATTN: KANSAS CITY COLUMBUS OH 43236-9022			
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,642,751.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Lisa R. Botkin</i>		27-Sep-2012	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LISA BOTKIN / CONTRACTING OFFICER TEL: 703-432-5099 EMAIL: lisa.botkin@usmc.mil			

Not in Scope

SPECIAL CONTRACT REQUIREMENTS

DESCRIPTION / PERFORMANCE WORK STATEMENT

The objective of the USMC Information Technology Service Management (ITSM) Operations and Sustainment Requirement is to procure operation and sustainment of ITSM. This support covers Program Management, Service Mappings, Marine Corps Classified and Unclassified Network Domain Configuration Management Databases (CMDBs), Marine Corps Unclassified Network Domain Request Fulfillment Process, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset Training Environment, Marine Corps Unclassified and Classified Network Domain Certification and Accreditation, Marine Corps Unclassified and Classified Network Domain Service Catalog, and Marine Corps Unclassified and Classified Network Domain Event Management Tools. All performance shall be accomplished in accordance with the attached Performance Work Statement (PWS), Attachment (1).

Period of Performance

The contract term will be a base period of twelve (12) months with optional objectives to be exercised during the 12-month period, at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Offeror to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001 and SLIN 0008AA – 28 September 2012 – 27 September 2013

Option CLINs 0003 – 0007 and SLINs 0008AB – 0008AF (To be exercised at the discretion of the Government)

Place of Performance.

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

CONTRACTING OFFICE REPRESENTATIVES:

The Contracting Officer (PCO) for this task order is:

ATTN: Lisa Botkin
MARCORSYSCOM
2200 Lester Street
Quantico, VA 22134
Telephone: (703) 784-6583
Fax: (703) 784-6829
Email: lisa.botkin@usmc.mil

The Contracting Point of Contact for this task order is:

ATTN: Deborah Pickeral
MARCORSYSCOM
2200 Lester Street
Quantico, VA 22134
Phone: (703) 784-6544
Fax: (703) 784-6829
Email: Deborah.Pickeral@usmc.mil

The Contracting Office Representative (COR)/ Quality Assurance Evaluator for this task order is:

ATTN: Scott Kellen
MARCORSYSCOM
2200 Lester Street
Quantico, VA 22134
Phone: (703) 784-6612
Email: scott.kellen1@usmc.mil

The Alternate Contracting Office Representative (COR) for this task order is:

ATTN: Balaji Kalyan
MARCORSYSCOM
2200 Lester Street
Quantico, VA 22134
Phone: (703) 784-6507
Email: balaji.kalyan@usmc.mil

ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the contract by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same

system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the Government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

LIST OF ATTACHMENTS

Attachments

Attachment (1) - Performance Work Statement (PWS)